

STATE OF LOUISIANA * PARISH OF ORLEANS
FOURTH DISTRICT COURT

695

ALISIA MARSHALL, FERRAR MARSHALL
CARLEANA ELMORE AND ALLEN MARSHALL, JR.
VERSES 08-0485

2008 FEB -6 P 4: 02
FILED: February 6, 2008
CLERK OF COURT

RAY A. DAVIS,
PENSKE TRUCK LEASING,
BRIDGFOOD MARKETING COMPANY AND
AMERICAN ZURICH INSURANCE COMPANY BY: *[Signature]*
DEPUTY CLERK

PETITION FOR DAMAGES

NOW INTO COURT, through, undersigned counsel, comes plaintiff, ALISIA
MARSHALL, FERRAR MARSHALL, CARLEANA ELMORE AND ALLEN MARSHALL,
JR. who desire to make her petition as follows:

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FEB 28 2008

The Law Office of
Geraldine Fontenot-Roberts

1.

Made defendants herein are the following:

A. RAY A. DAVIS, (sometimes herein referred to as "DAVIS"

whose address is, 320 E. Wintergreen #18C, Desoto, Texas
75115.

B. PENSKE TRUCK LEASING, (sometimes herein referred to as

"PENSKE") whose address is Route Green Hills, Post Office Box 563,
Reading, Pennsylvania 19603-0563, a corporation licensed to do
business in another state and engaged in trade and use of the highways
of the State of Louisiana when the accident occurred.

C. BRIDGFORD MARKETING COMPANY, whose address is 1707 Good
Latimer Expressway, Dallas, Texas 75226, a corporation licensed to do
business in another state and engaged in trade and use of the highways
of the State of Louisiana when the accident occurred.

D. AMERICAN ZURICH INSURANCE COMPANY, is an
insurance company doing business in the State of Louisiana and
address is 1400 American Lane, Schaumburg, Illinois 60196.

2.

Said defendants are justly and truly indebted unto petitioner, ALISIA
MARSHALL, (herein after referred to as "MARSHALL"), FERRAR MARSHALL,

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BY: *[Signature]*

MAR 04 2008

ROBERT H. SHEMWELL, CLERK
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT, LOUISIANA

EXHIBIT

"1"

CARLEANA ELMORE, (herein after referred to as "ELMORE"), and ALLEN MARSHALL, JR., for a reasonable amount of compensatory damages in the premises as prayed for, together with legal interest thereon from date of judicial demand, until paid, and for all costs of these proceedings, for the following causes and reasons, to wit:

3.

At all times mentioned herein:

- A. Alisia Marshall, was the driver of a 1998 Hyundai Elantra with Louisiana License Plate Number PEJ149;
- B. Allen Marshall, Jr., was the owner of the 1998 Hyundai Elantra with Louisiana License Plate Number PEJ149;
- C. Ferrar Marshall and Carleana Elmore were passengers in the vehicle driven by Alisia Marshall.
- D. Davis was the driver of a 2006 Freightliner Tractor with Texas License R7WN57 with a 2001 Trailmob Box and Texas License Plate Number X70717;
- E. PENSKE TRUCK LEASING, was the owner and carrier of the 2006 Freightliner with Texas License R7WN57 with a 2001 Trailmob Box and Texas License Plate Number X70717.
- F. BRIDGFORD MARKETING COMPANY was the carrier of the 2006 Freightliner Tractor with Texas License Plate Number R7WN57, with a 2001 Trailmob Box with Texas License Plate Number X70717.

4.

On or about December 29, 2007, Marshall was involved in a vehicular accident with the vehicle and trailer driven by Davis, at approximately 1:45 a.m. on Interstate Highway 20, Ouachita Parish.

5.

Just prior to the accident, the vehicle driven by Marshall was traveling in an westerly direction on Interstate Highway 20 in Ouachita Parish, traveling in the right lane of traffic.

6.

At the same time the vehicle driven by Davis was traveling in an easterly direction on Interstate Highway 20 in Ouachita Parish, traveling in the right lane of traffic behind the vehicle driven by Marshall.

7.

As the vehicle driven by Marshall traveled in a easterly direction ahead of the vehicle driven by Davis, without warning, the Davis vehicle collided with rear end of the vehicle driven by Marshall carrying it forward, then to the right out of the lane of travel to the shoulder of the interstate.

8.

At that time, Marshall had no opportunity to take evasive action to avoid the accident.

9.

As a result of the accident, Marshall and her passengers Ferrar Marshall and Carleana Elmore suffered substantial physical and mental trauma.

10.

Allen Marshall Jr.'s vehicle incurred significant damage and was declared a total loss.

11.

Defendant, Davis, while operating his vehicle within the course and scope of his agency and/or employment for defendant, Penske Truck Leasing and Bridgford Marketing Company, were negligent in various acts and omissions, including the following, which negligence was a proximate cause of the occurrence in question, to-wit:

- A) Failure to maintain a proper lookout;
- B) Driving in a reckless manner under the circumstances;
- C) Failure to maintain control of this vehicle;
- D) Driving at an excessive speed under the circumstances;
- E) Driving while inattentive;
- F) Failure to timely apply brakes;
- G) Failure to turn to the left to avoid the collision;
- H) Driving while sleeping.

12.

The defendant, Davis, knew or should have known not only that his conduct in driving his vehicle created an unreasonable risk of harm, but that there was a strong probability that harm would occur, thus he is liable under the theory of Gross Negligence.

13.

Knowing the risk of harm, the defendant, Davis, drove at an excessive speed and/or a disregard of the consequences.

14.

At all times herein defendant, Davis, was employed by Penske Truck Leasing and Bridgford Marketing Company who is responsible for defendant's, Smith, actions under the doctrine of Respondeat Superior or in the scope of his employment.

15.

Penske Truck Leasing, is liable under the theory of Negligent Entrustment.

16.

At all times herein, plaintiffs have reason to believe that defendants' were insured with American Zurich Insurance Company and had sufficient coverage to pay for the damage caused in this accident.

17.

Since all plaintiffs injuries occurred as a result of the same accident at the same time, all of their claims should be consolidated and tried at the same time.

18.

Plaintiffs, Alisia Marshall, Ferrar Marshall, and Carleana Elmore, itemized each of their damages suffered as a result of the accident as follows:

- A) Mental Anguish, Physical Injuries, Inconvenience, and Medical Expenses;
- B) Conscious Pain and Suffering;
- C) Loss of Earning Capacity; and
- D) Emergency Ambulance Expense.

19.

Allen Marshall, Jr. is entitled to be compensated for his property damage and loss of use of his vehicle.

20.

Plaintiffs desire a trial by jury on all issues and that the court fix the fee for each expert witness that the plaintiff may be required to all or use to establish this cause and tax the same as costs.

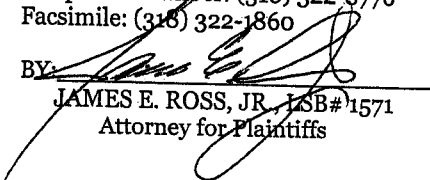
21.

Petitioners desires that defendants be served in accordance with the Louisiana Long Arm Statute.

Wherefore, Plaintiffs, ALISIA MARSHALL, FERRAR MARSHALL, CARLEANA ELMORE, AND ALLEN MARSHALL, JR. pray that the service be made in accordance with the Louisiana Long Arm Statute for judgment against the defendants, RAY A. DAVIS, PENSKE TRUCK LEASING, BRIDGFORD MARKETING COMPANY, and AMERICAN ZURICH INSURANCE COMPANY, in solido, for compensatory damages in a reasonable amount in the premises, plus all costs of these proceedings; that there be trial by jury; that the court fix the fee for each expert witness that the plaintiffs may be required to call or use to establish this cause, and tax the same as costs; plaintiffs further pray for all general and equitable relief in the premises.

Respectfully Submitted,

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BY: 
JAMES E. ROSS, JR., LSB# 1571
Attorney for Plaintiffs

PLEASE SERVE:

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Desoto, Texas 75115

Penske Truck Leasing
Route Green Hills
Post Office Box 563
Reading, PA 19603-0563

Bridgford Marketing Company
1707 Good Latimer Expressway
Dallas, Texas 75226

American Zurich Insurance Company
1400 American Lane
Schaumburg, IL 60196